

# STATE OF DELAWARE



## **DELAWARE HEALTH AND SOCIAL SERVICES**

**DIVISION OF MANAGEMENT SERVICES**

**"DMS Serving Those Who Serve Delaware"**

**SPECIFICATIONS AND CONTRACT DOCUMENTS NO. #7216R**

**FOR**

**LOTION SOAPS AND DISPENSERS**

**Required for Use By**

**VARIOUS DELAWARE STATE AGENCIES**

**CONTRACT PERIOD: APRIL 1, 2008 THROUGH MARCH 31, 2009**

**Deposit  
Performance Bond  
Date Due  
Time**

**WAIVED  
WAIVED  
MARCH 18, 2008  
11:00 A.M LOCAL TIME**

**DELAWARE HEALTH AND SOCIAL SERVICES  
MAIN ADMINISTRATION BUILDING-SOUTH LOOP  
DIVISION OF MANAGEMENT SERVICES  
PROCUREMENT BRANCH-ROOM 260  
HERMAN M. HOLLOWAY SR. HEALTH AND SOCIAL SERVICES CAMPUS  
1901 N. DUPONT HIGHWAY  
NEW CASTLE, DELAWARE 19720**

## INVITATION TO BID #7216R

Sealed bids for **LOTION SOAPS & DISPENSERS** for Various Delaware State Agencies must be received by the Delaware Health & Social Services, Procurement Branch, Main Administration Building, Second Floor, Room #260, 1901 North DuPont Highway, (South Loop) Herman M. Holloway Sr., Health & Social Service Campus, New Castle, Delaware 19720, until **11:00 AM local time on MARCH 18, 2008**, at which time they will be opened, read and recorded.

Specifications may be obtained at the above office. Phone: **(302) 255-9295**.

**PLEASE NOTE:** The following paragraphs hereby become part of the General Rules and Conditions of this bid.

**1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 15 Contact Person:**

**Annette Opalczynski (302) 255-9295**

Please review the General Rules and Conditions and the General Requirements, which appear on the DHSS website. The following forms **must be included** with your bid: 1) the Bidder Signature Form, 2) the Vendor Certification Form and 3) the Office of Minority and Women Business Enterprise Forms. All of these documents can be accessed on the DHSS website:

**<http://www.dhss.delaware.gov/dhss/rfp/dhssrfp.htm>**

Your bid **must be signed** and all information on the bidder signature form completed.

If you do not intend to submit a bid and you wish to be kept on our mailing list you are required to return the face sheet with **"NO BID"** stated on the front with your **company's name, address and signature**.

**IMPORTANT:**      ALL BIDS MUST HAVE ON THE OUTSIDE ENVELOPE  
OUR (4) FOUR DIGIT CONTRACT NUMBER. IF THIS  
NUMBER IS OMITTED YOUR BID WILL IMMEDIATELY  
BE REJECTED.

**ALL BIDS MUST BE DELIVERED TO THE ADDRESS ON THE BID  
ENVELOPE. UNDER NO CIRCUMSTANCES WILL A BID BE ACCEPTED  
THAT IS :**

---LATE  
---DELIVERED TO THE WRONG BUILDING  
---SIGNED FOR BY A PERSON OTHER THAN A MEMBER  
OF THE PROCUREMENT STAFF.

**DELIVERY INSTRUCTIONS:**

TO INSURE THAT YOUR BID IS IN THE PROCUREMENT OFFICE ON THE  
DATE AND THE TIME SPECIFIED, THERE ARE THREE (3)  
RECOMMENDED METHODS OF DELIVERING BID PROPOSALS LISTED  
BELOW:

1.      HAND DELIVER
2.      FEDERAL EXPRESS
3.      UPS

FOR FURTHER BIDDING INFORMATION PLEASE CONTACT:

BUYER:      ANNETTE OPALCZYNSKI  
             DELAWARE HEALTH & SOCIAL SERVICES  
             PROCUREMENT BRANCH  
             SECOND FLOOR- MAIN BLDG.-ROOM 260  
             1901 NORTH DUPONT HIGHWAY  
             HERMAN M. HOLLOWAY SR.,  
             HEALTH & SOCIAL SERVICES CAMPUS  
             NEW CASTLE, DELAWARE 19720  
  
PHONE:      (302) 255-9295

## **SPECIAL TERMS AND CONDITIONS**

1. **Prices are to be valid from April 1 , 2008 through March 31, 2009. Price increases will not be accepted.**

Basis for awarding purchase orders against this quotation include, but are not limited to low bid, vendor performance record, lead time, trade and cash discounts and shipping costs. Determining factors to be those in the best interest of the Department of Delaware Health and Social Services, State of Delaware.

2. In case of any doubt or difference of opinion as to the items to be furnished, hereunder the decision of the Chief of Procurement of the Department of Delaware Health & Social Services shall be final and binding upon both parties.
3. Agencies reserve the option, upon award of bid, to execute purchase orders for volume projected and call in order releases on a monthly basis against the initial purchase order.
4. Vendors must select one product which they feel represents the best product to fulfill the requirement for the items as described in the bid.
5. If a vendor bids on an alternate (other than brand specified) and does not have prior approval, the vendor must submit **free samples** to the agencies.
6. **If the awarded vendor cannot supply an item, he must get approval to submit an approved equal at the same price, from Delaware Health and Social Services, Procurement Office. This must be done prior to delivery. If the vendor fails to supply an item, Delaware Health & Social Services has the right to authorize the ordering agency to order an equivalent product on the open market and to charge the vendor the price difference.**
7. Any state facility or agency in the State of Delaware may utilize this contract. This may increase quantities beyond the projected quantities.

8. This contract may be extended for two (2) additional years if all parties concerned agree on cost, terms, conditions, and funding is available.
9. Upon delivery, an authorized representative shall inspect products and if found defective or if it fails in any way to meet the specifications as indicated in the bid quotation section, it may be rejected. The decision (s) of the Chief of Procurement of the Delaware Health & Social Services, in consultation with the ordering agency will be the sole judge of the material quality and equivalency and such decisions will be final.
10. This contract shall be valid for the period of time as stated in the contract. There will be a ninety (90) day review period by which the agency may extend the contract period for renewal if needed. This option to extend the contract for a longer period is under the same terms and conditions.
11. **DHSS will only honor minimum order requirements of \$50.**
12. Samples may be returned by written request at the expense of the vendor. The request must be made at the time of the bid opening. Items are to be picked up thirty (30) days after the bid has been completed.
13. **When an error is made in extending total prices, the unit price will govern. Carelessness in quoting prices, or otherwise in preparation of the bid, will not relieve the bidder of their obligation to fulfill the requirements of the submitted bid. Erasures in bids must be explained. All prices must be rounded off to two decimal places. Three decimal places will not be accepted. Example: \$10.624 should be rounded off to \$10.62. Failure to do so will mean disqualification.**
14. The awarded vendor is required to "Bill As Shipped" to the respective ordering agency(s). Ordering agencies shall provide at a minimum the contract number, ship to, and bill to address, contact name and phone number.
15. The agencies involved will authorize and process payment for each invoice within thirty (30) days after the date of receipt. **The vendor must accept full payment by procurement (credit) card and or conventional check and and/or other electronic means at the State's opinion, without imposing any additional fees, costs or conditions.**

16. All items delivered during the life of the contract shall be of the same type and manufacturer as specified unless specific approval is given by DHSS Procurement to do otherwise. Substitutions may require submission of written specifications and/or product evaluation prior to approval.
17. Awarded vendors are required to have either a local telephone number or a toll free number.
18. Each agency will place their own orders. Orders may be placed by written purchase order, telephone, fax, or via a computer online system.
19. Neither the vendor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due to, but not limited to government restriction, strike, flood, fire or an unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.
20. The vendor agrees that it shall indemnify and hold the State of Delaware and all of its agencies harmless from and against all claims of injury, loss of life, or damage to or loss of use of property caused or alleged to be caused by acts or omissions of the contractor, its employees and invitees on or about the premises and which arise out of the contractor's performance or failure to perform as specified in the agreement.
21. The awarded vendor shall provide the names, telephone numbers or cell phone numbers of those individuals who can be contacted twenty-four (24) hours a day, seven (7) days a week when there is a critical need for commodities or services when/if the Governor of the State of Delaware declares a State of Emergency. Failure to provide this information could render the bid non-responsive.

Item#	Description	Quantity	Unit	Unit Price	Total Price
1.	ALOE VESTA SHAMPOO & BODY WASH or approved equal.	-0-	case		
	48/8 oz./case #6276-48			-----	
	24/16 oz./ case #6278-34 <b><u>INCLUDE PUMPS</u></b>			-----	
	MFG. NAME _____ NUMBER _____ PRODUCT# _____ BOX/CASE _____				
2.	VESTAL, MEDICATED LOTION SOAP, or approved equal.	-0-	case		
	12/27 oz./case #6262-60			-----	
	MFG. NAME _____ NUMBER _____ PRODUCT# _____ BOX/CASE _____				
3.	DISPENSERS, for the above item, if needed.	-0-	each		
				-----	
	MFG. NAME _____ NUMBER _____ PRODUCT# _____ BOX/CASE _____				

Item#	Description	Quantity	Unit	Unit Price	Total Price
4.	CAL-STAT, or approved equal.	-0-	case	_____	
	72/4 oz./case #1462-K6			_____	
	18/15 oz./case #1462RT	-0-	case	_____	
	<b>MFG. NAME</b> _____ <b>NUMBER</b> _____ <b>PRODUCT#</b> _____ <b>BOX/CASE</b> _____				
5.	DISPENSERS, for above items if needed.	-0-	each	_____	
	<b>MFG. NAME</b> _____ <b>NUMBER</b> _____ <b>PRODUCT#</b> _____ <b>BOX/CASE</b> _____				
6.	ALOE VESTA WHIRLBATH ADDITIVE or approved equal.	-0-	case	_____	
	72/4 oz. bottle/case #6274-K6			_____	
	<b>MFG. NAME</b> _____ <b>NUMBER</b> _____ <b>PRODUCT#</b> _____ <b>BOX/CASE</b> _____				



Item#	Description	Quantity	Unit	Unit Price	Total Price
7.	PROVON BRAND, MEDICATED LOTION (Anti-microbial) SOAP (Hand Wash) <b>NO SUBSTITUTES</b>				
	10/1000 ml./case #4202-10	10	case	_____	
	12/800 ml./case #4208-12	240	case		
	<b>MFG. NAME</b> _____				
	<b>NUMBER</b> _____				
	<b>PRODUCT#</b> _____				
	<b>BOX/CASE</b> _____				

8.	DISPENSERS, for above item if needed.				
	1000 ml. size	5	each	_____	
	800 ml. size	12	each		
	<b>MFG. NAME</b> _____				
	<b>NUMBER</b> _____				
	<b>PRODUCT#</b> _____				
	<b>BOX/CASE</b> _____				

9.	PROVON BRAND, ENRICHED SPA BATH SHAMPOO, (For body and hair) <b>NO SUBSTITUTES</b>				
	4/cs./2000ml/ 4033	441	case	_____	
	10/cs./1000 ml/4035	60	case		
	<b>MFG. NAME</b> _____				
	<b>NUMBER</b> _____				
	<b>PRODUCT#</b> _____				
	<b>BOX/CASE</b> _____				

Item#	Description	Quantity	Unit	Unit Price	Total Price
10.	DISPENSERS, for above item, if needed.				
	2000 ml	26	each	_____	
	1000 ml	13	each		
	<b>MFG. NAME</b> _____				
	<b>NUMBER</b> _____				
11.	<b>PRODUCT#</b> _____				
	<b>BOX/CASE</b> _____				
	PROVON BRAND, Medicated Lotion Anti-Microbial Soap Handwash Gallon Size #42161800 <b>NO SUBSTITUTES</b>	-0-	case	-----	
	<b>MFG. NAME</b> _____				
	<b>NUMBER</b> _____				
12.	<b>PRODUCT#</b> _____				
	<b>BOX/CASE</b> _____				
	PROVON BRAND, Enriched Spa Bath Shampoo (For Body and Hair) Gallon Size #40161800- <b>NO SUBSTITUTES</b>	24	case		
	<b>MFG. NAME</b> _____				
	<b>NUMBER</b> _____				
	<b>PRODUCT#</b> _____				
	<b>BOX/CASE</b> _____				

Item#	Description	Quantity	Unit	Unit Price	Total Price
13.	PURELL BRAND, Instant antiseptic hand cleanser, or approved equal. <b>MUST BE REFILL FOR DISPENSER</b> 250 ML, 12/case	40	case		
	<b>MFG. NAME</b> _____				
	<b>NUMBER</b> _____				
	<b>PRODUCT#</b> _____				
	<b>BOX/CASE</b> _____				
14.	DISPENSERS for above item if needed.	12	each		
	<b>MFG. NAME</b> _____				
	<b>NUMBER</b> _____				
	<b>PRODUCT#</b> _____				
	<b>BOX/CASE</b> _____				
15.	PURELL BRAND, Instant antiseptic hand cleanser, <b>NO SUBSTITUTES</b> <b>MUST BE REFILL FOR DISPENSER</b> 1 Liter, 33.8 Fl. oz.	88	case		
	<b>MFG. NAME</b> _____				
	<b>NUMBER</b> _____				
	<b>PRODUCT#</b> _____				
	<b>BOX/CASE</b> _____				

Item#	Description	Quantity	Unit	Unit Price	Total Price
16.	DISPENSERS for above item if needed.	24	each		
	<b>MFG. NAME</b> _____				
	<b>NUMBER</b> _____				
	<b>PRODUCT#</b> _____				
	<b>BOX/CASE</b> _____				
17.	PURELL BRAND, Instant Antiseptic, 12 oz. Pump - <b>NO SUBSTITUTES</b>	24	case		
	<b>MFG. NAME</b> _____				
	<b>NUMBER</b> _____				
	<b>PRODUCT#</b> _____				
	<b>BOX/CASE</b> _____				
18.	MEDICATED SOFT-N-SURE SOAPS #NDC 003 1229-23 8/1200 ML BTL./Case <b>NO SUBSTITUTES - STERIS ONLY</b>	60	case		
	<b>MFG. NAME</b> _____				
	<b>NUMBER</b> _____				
	<b>PRODUCT#</b> _____				
	<b>BOX/CASE</b> _____				
19.	ECF HAIR AND BODY SHAMPOO #1297-48 - 48 Btls./case NO SUBSTITTTUES - CONVATEC ONLY	-0-	each	-----	
	<b>MFG. NAME</b> _____				
	<b>NUMBER</b> _____				
	<b>PRODUCT#</b> _____				
	<b>BOX/CASE</b> _____				

Item#	Description	Quantity	Unit	Unit Price	Total Price
20.	GENTLE RAIN, Body Wash	55	case		
	<b>NO SUBSTITUTES</b>				
	#7235- 36/ 8 oz. bottles/case				
	<b>MFG. NAME</b> _____				
	<b>NUMBER</b> _____				
	<b>PRODUCT#</b> _____				
	<b>BOX/CASE</b> _____				

21.	ROYAL MED SHAMPOO & BODY	60	case		
	WASH, <b>NO SUBSTITUTES</b> ,				
	#80231800, 8 oz. bottles, 48/case				
	<b>MFG. NAME</b> _____				
	<b>NUMBER</b> _____				
	<b>PRODUCT#</b> _____				
	<b>BOX/CASE</b> _____				



